

1 DEBRA W. YANG
United States Attorney
2 STEVEN D. CLYMER
Special Assistant United States Attorney
3 Chief, Criminal Division
DAVID P. VAUGHN (CA Bar #132689)
4 Assistant United States Attorney
JERROB DUFFY (NY Bar)
5 Trial Attorney
Civil Rights Division
6 United States Department of Justice
1300 United States Courthouse
7 312 North Spring Street
Los Angeles, California 90012
8 Telephone: (213) 894-2579
Facsimile: (213) 894-6436

9 Attorney for Plaintiff
10 United States of America

11 UNITED STATES DISTRICT COURT
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) CR No. _____
14)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15) JOHN HAIRE
16 v.)
17)
JOHN HAIRE,)
18)
Defendant.)
19)

20 1. This constitutes the plea agreement between JOHN HAIRE
21 ("defendant") and the United States Attorney's Office for the
22 Central District of California and the Department of Justice,
23 Civil Rights Division (hereinafter collectively referred to as
24 "the USAO") in the investigation of defendant's involvement in
25 the February 15, 2003, vehicle pursuit, shooting, and arrest, and
26 subsequent related detention and prosecution of Jeffrey Petri by
27 the Federal Protective Service in San Francisco, California.
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1 This agreement is limited to the USAO and cannot bind any other
2 federal, state or local prosecuting, administrative or regulatory
3 authorities.

4 PLEA

5 2. Defendant gives up any right he may have to indictment
6 by a grand jury and agrees to plead guilty to a one-count
7 information in the form attached to this agreement or a
8 substantially similar form.

9 NATURE OF THE OFFENSE

10 3. In order for defendant to be guilty of count one,
11 which charges a violation of Title 18, United States
12 Code, Section 242, the following must be true: (a) the defendant
13 acted under color of law, that is, while using or misusing power
14 possessed by reason of the law, (b) the defendant's conduct
15 deprived the victim of a right secured or protected by the
16 Constitution of the United States, (c) the defendant acted
17 willfully, that is, with the intent to deprive the victim of a
18 protected Constitutional right, and (d) the defendants act or
19 acts resulted in deprivation of the victim's liberty. Defendant
20 admits that defendant is, in fact, guilty of this offense as
21 described in count one of the information.

22 PENALTIES AND RESTITUTION

23 4. The statutory maximum sentence that the Court can impose
24 for a violation of Title 18, United States Code, Section 242
25 is: one year imprisonment; a one-year period of supervised
26 release; a fine of \$100,000 or twice the gross gain or gross loss

1 resulting from the offense, whichever is greatest; and a
2 mandatory special assessment of \$50.

3 5. Supervised release is a period of time following
4 imprisonment during which defendant will be subject to various
5 restrictions and requirements. Defendant understands that if
6 defendant violates one or more of the conditions of any
7 supervised release imposed, defendant may be returned to prison
8 for all or part of the term of supervised release, which could
9 result in defendant serving a total term of imprisonment greater
10 than the statutory maximum stated above.

11 6. Defendant also understands that, by pleading guilty,
12 defendant may be giving up valuable government benefits and
13 valuable civic rights, such as the right to vote, the right to
14 possess a firearm, the right to hold office, and the right to
15 serve on a jury.

16 7. Defendant further understands that the conviction in
17 this case may subject defendant to various collateral
18 consequences, including but not limited to, deportation,
19 revocation of probation, parole, or supervised release in another
20 case, and suspension or revocation of a professional license.
21 Defendant understands that unanticipated collateral consequences
22 will not serve as grounds to withdraw defendant's guilty plea.

23 8. Defendant understands that defendant will be required to
24 pay full restitution to the victim(s) of the offense. Defendant
25 agrees that, in return for the USAO's compliance with its
26 obligations under this agreement, the amount of restitution is
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1 not restricted to the amounts alleged in the count to which
2 defendant is pleading guilty and may include losses arising from
3 charges not prosecuted pursuant to this agreement as well as all
4 relevant conduct in connection with those charges.

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 9. By pleading guilty, defendant gives up the following
7 rights:

8 a) The right to persist in a plea of not guilty.
9 b) The right to a speedy and public trial by jury.
10 c) The right to the assistance of legal counsel at
11 trial, including the right to have the Court appoint counsel for
12 defendant for the purpose of representation at trial. (In this
13 regard, defendant understands that, despite his plea of guilty,
14 he retains the right to be represented by counsel - and, if
15 necessary, to have the court appoint counsel if defendant cannot
16 afford counsel - at every other stage of the proceedings.)

17 d) The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant
19 guilty beyond a reasonable doubt.

20 e) The right to confront and cross-examine witnesses
21 against defendant.

22 f) The right, if defendant wished, to testify on
23 defendant's own behalf and present evidence in opposition to the
24 charges, including the right to call witnesses and to subpoena
25 those witnesses to testify.

26 g) The right not to be compelled to testify, and, if
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1 defendant chose not to testify or present evidence, to have that
2 choice not be used against defendant.

3 By pleading guilty, defendant also gives up any and all
4 rights to pursue any affirmative defenses, Fourth Amendment or
5 Fifth Amendment claims, and other pretrial motions that have been
6 filed or could be filed.

7 SENTENCING FACTORS

8 10. Defendant understands that, absent a finding by a
9 higher court that constitutional considerations render them
10 inapplicable, the Court is required to consider and apply the
11 United States Sentencing Guidelines ("U.S.S.G." or "Sentencing
12 Guidelines") but may depart from those guidelines under some
13 circumstances. Defendant understands that, should a higher court
14 conclude that constitutional considerations render the Sentencing
15 Guidelines inapplicable, the Court may be free to exercise its
16 discretion to impose any sentence up to the maximum set by
17 statute for the crimes of conviction.

18 11. Defendant and the USAO agree and stipulate to the
19 following applicable sentencing guideline factors:

20 Base Offense Level : 12 [U.S.S.G. § 2H1.1(a)(2)]

21 Specific Offense
22 Characteristics : 6 [U.S.S.G. § 2H1.1(b)(1)]
(Color of Law)

23 Defendant and the USAO reserve the right to argue that additional
24 specific offense characteristics, adjustments and departures are
25 appropriate.

26 12. There is no agreement as to defendant's criminal
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1 history or criminal history category.

2 13. The stipulations in this agreement do not bind either
3 the United States Probation Office or the Court. Both defendant
4 and the USAO are free to: (a) supplement the facts by supplying
5 relevant information to the United States Probation Office and
6 the Court, (b) correct any and all factual misstatements relating
7 to the calculation of the sentence, and (c) argue on appeal and
8 collateral review that the Court's sentencing calculations are
9 not error, although each party agrees to maintain its view that
10 the calculations in paragraph 11 are consistent with the facts of
11 this case.

12 14. With respect to the sentencing guideline factors
13 stipulated to in paragraph 11, to the extent defendant has a
14 right to have the facts used to determine the applicability of
15 those factors charged in the indictment by a grand jury and found
16 by a jury at trial beyond a reasonable doubt (see Blakely v.
17 Washington, 124 S. Ct. 2531 (June 24, 2004); United States v.
18 Ameline, No. 02-30326 (9th Cir. July 21, 2004)), defendant waives
19 those rights and agrees that the Court may, regardless of the
20 method by which sentence is imposed, rely on these facts at
21 sentencing as if they had been charged in the indictment and
22 found by a jury at trial beyond a reasonable doubt. Both
23 defendant and the USAO specifically reserve their rights to make
24 any and all other arguments regarding the effect of Blakely on
25 the application and/or constitutional validity of the sentencing
26 guidelines, including the argument that if Blakely applies to the
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1 921(a)(3) - (a)(8), until the completion of the entire sentence in
2 this case, including any period of supervised release or
3 probation.

4 i) Defendant agrees not to challenge his resignation,
5 discharge, or dismissal from employment with the Federal
6 Protective Service.

7 16. Defendant further agrees to cooperate fully with the
8 USAO, the Federal Bureau of Investigation, the Department of
9 Homeland Security - Office of Inspector General, and, as directed
10 by the USAO, any other federal, state, local, or foreign law
11 enforcement agency. This cooperation requires defendant to:

12 a) Respond truthfully and completely to all questions
13 that may be put to defendant, whether in interviews, before a
14 grand jury, or at any trial or other court proceeding.

15 b) Attend all meetings, grand jury sessions, trials
16 or other proceedings at which defendant's presence is requested
17 by the USAO or compelled by subpoena or court order.

18 c) Produce voluntarily all documents, records, or
19 other tangible evidence relating to matters about which the USAO,
20 or its designee, inquires.

21 d) Act, if requested by the USAO to do so by the
22 USAO, in an undercover capacity to the best of defendant's
23 ability in connection with criminal investigations by federal,
24 state, or local law enforcement authorities, in accordance with
25 the instructions of those law enforcement authorities. Defendant
26 agrees not to act undercover, tape record any conversations, or
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1 gather any evidence unless expressly instructed or authorized to
2 do so by federal, state, or local law enforcement authorities.

3 THE USAO'S OBLIGATIONS

4 17. If defendant complies fully with all defendant's
5 obligations under this agreement, the USAO agrees:

6 a) To abide by all sentencing stipulations contained in
7 this agreement.

8 b) At the time of sentencing, provided that defendant
9 demonstrates an acceptance of responsibility for the offense up
10 to and including the time of sentencing, to recommend a two-level
11 reduction in the applicable sentencing guideline offense level,
12 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,
13 move for an additional one-level reduction if available under
14 that section.

15 c) Not to offer as evidence in its case-in-chief in
16 the above-captioned case or any other prosecution that may be
17 brought against defendant by the USAO, or in connection with any
18 sentencing proceeding in any case that may be brought against
19 defendant by the USAO, any statements made by defendant or
20 documents, records, or tangible evidence provided by defendant
21 pursuant to this agreement or the letter agreements previously
22 entered into by the parties dated September 3, 2003, August 19,
23 2004 (signed August 24, 2004), and August 26, 2004, ("the Letter
24 Agreements"). Defendant agrees, however, that the USAO may use
25 such statements, documents, records, and tangible evidence: (1)
26 to obtain and pursue leads to other evidence, which evidence may
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1 be used for any purpose, including any prosecution of defendant,
2 (2) to cross-examine defendant should defendant testify, or to
3 rebut any evidence, argument or representations made by defendant
4 or a witness called by defendant in any trial, sentencing
5 hearing, or other court proceeding, and (3) in any prosecution of
6 defendant for false statement, obstruction of justice, or
7 perjury.

8 d) Not to use any information provided by defendant
9 pursuant to this agreement or the Letter Agreements against
10 defendant at sentencing for the purpose of determining the
11 applicable guideline range, including the appropriateness of an
12 upward departure, and to recommend to the Court that such
13 information not be used in determining the point in the
14 Sentencing Guidelines range at which defendant should be
15 sentenced. Defendant understands, however, that information
16 provided by defendant pursuant to this agreement or the Letter
17 Agreements will be disclosed to the probation office and the
18 Court, and that the Court may use this information for the
19 purposes set forth in U.S.S.G § 1B1.8(b).

20 e) In connection with defendant's sentencing, to
21 bring to the Court's attention the nature and extent of
22 defendant's cooperation.

23 f) If the USAO determines, in its exclusive judgment,
24 that defendant has both complied with his obligations under
25 paragraphs 15 and 16 above and provided substantial assistance to
26 law enforcement in the prosecution or investigation of another
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1 ("substantial assistance"), to move the Court pursuant to
2 U.S.S.G. § 5K1.1 to impose a sentence below the sentencing range
3 otherwise dictated by the sentencing guidelines.

4 DEFENDANT'S UNDERSTANDINGS REGARDING SUBSTANTIAL ASSISTANCE

5 18. Defendant understands the following:

6 a) Any knowingly false or misleading statement by
7 defendant will subject defendant to prosecution for false
8 statement, obstruction of justice, and perjury and will
9 constitute a breach by defendant of this agreement.

10 b) Nothing in this agreement requires the USAO or any
11 other prosecuting or law enforcement agency to accept any
12 cooperation or assistance that defendant may offer, or to use it
13 in any particular way.

14 c) Defendant cannot withdraw defendant's guilty plea
15 if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1
16 for a reduced sentence or if the USAO makes such a motion and the
17 Court does not grant it.

18 d) At this time the USAO makes no agreement or
19 representation as to whether any cooperation that defendant has
20 provided or intends to provide constitutes substantial
21 assistance. The decision whether defendant has provided
22 substantial assistance rests solely within the discretion of the
23 USAO.

24 e) The USAO's determination of whether defendant has
25 provided substantial assistance will not depend in any way on

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1 whether the government prevails at any trial or court hearing in
2 which defendant testifies.

3 BREACH OF AGREEMENT

4 19. If defendant, at any time between the execution of this
5 agreement and the completion of defendant's cooperation pursuant
6 to the agreement or defendant's sentencing on a non-custodial
7 sentence or surrender for service on a custodial sentence,
8 whichever is later, knowingly violates or fails to perform any of
9 defendant's obligations under this agreement ("a breach"), the
10 USAO may declare this agreement breached. For example, if the
11 defendant knowingly in an interview, before a grand jury, or at
12 trial, falsely accuses another person of criminal conduct or
13 falsely minimizes his own role, or the role of another, in
14 criminal conduct, he will have breached this agreement. If the
15 USAO declares this agreement breached, and the Court finds such a
16 breach to have occurred, defendant will not be able to withdraw
17 defendant's guilty plea, and the USAO will be relieved of all of
18 its obligations under this agreement. In particular:

19 a) The USAO will no longer be bound by any agreements
20 concerning sentencing and will be free to seek any sentence up to
21 the statutory maximum for the crime to which defendant has
22 pleaded guilty.

23 b) The USAO will no longer be bound by any agreements
24 regarding criminal prosecution, and will be free to prosecute
25 defendant for any crime, including charges that the USAO would

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1 otherwise have been obligated not to prosecute pursuant to this
2 agreement.

3 c) The USAO will be free to prosecute defendant for
4 false statement, obstruction of justice, and perjury based on any
5 knowingly false or misleading statement by defendant.

6 d) The USAO will no longer be bound by any agreement
7 regarding the use of statements, documents, records, tangible
8 evidence, or information provided by defendant, and will be free
9 to use any of those in any way in any investigation, prosecution,
10 or civil or administrative action. Defendant will not be able to
11 assert either (1) that those statements, documents, records,
12 tangible evidence, or information were obtained in violation of
13 the Fifth Amendment privilege against compelled self-
14 incrimination, or (2) any claim under the United States
15 Constitution, any statute, Rule 11(f) of the Federal Rules of
16 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or
17 any other federal rule, that statements, documents, records,
18 tangible evidence, or information provided by defendant before or
19 after the signing of this agreement, or any leads derived
20 therefrom, should be inadmissible.

21 20. Following a knowing and willful breach of this
22 agreement by defendant, should the USAO elect to pursue any
23 charge or any civil or administrative action that was either
24 dismissed or not filed as a result of this agreement, then:

25 a) Defendant agrees that any applicable statute of
26 limitations is tolled between the date of defendant's signing of
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1 this agreement and the commencement of any such prosecution or
2 action.

3 b) Defendant gives up all defenses based on the statute
4 of limitations, any claim of preindictment delay, or any speedy
5 trial claim with respect to any such prosecution or action,
6 except to the extent that such defenses existed as of the date of
7 defendant's signing of this agreement.

8 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

9 21. Defendant gives up the right to appeal any sentence
10 imposed by the Court, including any order of restitution, and the
11 manner in which the sentence is determined, provided that the
12 sentence is within the statutory maximum specified above and is
13 constitutional. Defendant also gives up any right to bring a
14 post-conviction collateral attack on the conviction or sentence,
15 including any order of restitution, except a post-conviction
16 collateral attack based on a claim of ineffective assistance of
17 counsel, a claim of newly discovered evidence, or a explicitly
18 retroactive change in the applicable Sentencing Guidelines,
19 sentencing statutes, or statutes of conviction.

20 22. The USAO gives up its right to appeal the Court's
21 Sentencing Guidelines calculations, provided that (a) the Court
22 does not depart downward in offense level or criminal history
23 category (except by a downward departure in offense level
24 pursuant to, and to the extent requested by, the USAO in a motion
25 under U.S.S.G. § 5K1.1) and (b) the Court determines that the
26 total offense level is 18 or above prior to any departure under
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1 U.S.S.G. § 5K1.1 and imposes a sentence within the range
2 corresponding to the determined total offense level (after any
3 downward departure under U.S.S.G. § 5K1.1 and criminal history
4 category).

5 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

6 23. Defendant agrees that if any sentencing factor is
7 vacated, reversed, or set aside, the USAO may: (a) ask the Court
8 to resentence defendant on any remaining base offense level and
9 sentencing factors, with both the USAO and defendant being
10 released from any stipulations regarding sentencing contained in
11 this agreement, (b) ask the Court to void the entire plea
12 agreement and vacate defendant's guilty plea on any remaining
13 count of conviction, with both the USAO and defendant being
14 released from all of their obligations under this agreement, or
15 (c) leave defendant's sentence and plea agreement intact.
16 Defendant agrees that the choice among these three options rests
17 in the exclusive discretion of the USAO.

18 COURT NOT A PARTY

19 24. The Court is not a party to this agreement and need not
20 accept any of the USAO's sentencing recommendations or the
21 parties' stipulations. Even if the Court ignores any sentencing
22 recommendation, finds facts or reaches conclusions different from
23 any stipulation, and/or imposes any sentence up to the maximum
24 established by statute, defendant cannot, for that reason,
25 withdraw defendant's guilty plea, and defendant will remain bound
26 to fulfill all defendant's obligations under this agreement. No
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1 one - not the prosecutor, defendant's attorney, or the Court -
2 can make a binding prediction or promise regarding the sentence
3 defendant will receive, except that it will be within the
4 statutory maximum.

5 NO ADDITIONAL AGREEMENTS

6 25. Except as set forth herein, there are no promises,
7 understandings or agreements between the USAO and defendant or
8 defendant's counsel. This agreement supersedes and replaces the
9 Letter Agreements. Nor may any additional agreement,
10 understanding or condition be entered into unless in a writing
11 signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 26. The parties agree and stipulate that this Agreement
14 will be considered part of the record of defendant's guilty plea
15 hearing as if the entire Agreement had been read into the record
16 of the proceeding.

17 FACTUAL BASIS

18 27. Defendant and the USAO agree and stipulate to the
19 statement of facts provided below. This statement of facts
20 includes facts sufficient to support a plea of guilty to the
21 charges described in this agreement and to establish the
22 sentencing guideline factors set forth in paragraph 11 below. It
23 is not meant to be a complete recitation of all facts relevant to
24 the underlying criminal conduct or all facts known to defendant
25 that relate to that conduct. Defendant admits the following
26 facts:

a. The United States Federal Protective Service ("FPS") was and is a federal law enforcement agency.

b. The FPS had jurisdiction only on federal property and on streets adjacent to federal property.

c. On February 15, 2003, defendant was employed by FPS as a patrol officer and was on duty. Defendant was the passenger of a marked FPS patrol car and FPS patrol officer P.T. was the driver. Defendant and P.T. were both wearing FPS uniforms.

d. The San Francisco Federal Building was located at 450 Golden Gate Avenue, San Francisco, California ("the Federal Building").

e. Jeffrey Petri was a registered owner of a Mercedes-Benz automobile ("Petri's car").

f. In the early morning hours of February 15, 2003, defendant observed Petri's car run a red light two or more blocks away from the Federal Building. Defendant did not see Petri's car when it was adjacent to the Federal Building, and did not see the car as it drove past federal property. Defendant did not observe Petri commit any violation of federal law.

g. Shortly after defendant observed Petri's car run the red light, Officer P.T. initiated a traffic stop. Petri's vehicle did not stop, and a high-speed pursuit ensued. Defendant knew that a high-speed pursuit was not authorized pursuant to FPS policy solely to enforce a traffic violation and that the chase violated FPS policy.

1 h. During the chase, defendant inquired of Officer
2 P.T. why they were chasing Petri's car. Officer P.T. did not
3 respond.

4 i. When Petri's car came to a stop near the
5 intersection of Green Street and Larkin Street in San Francisco,
6 officer P.T. used his FPS patrol car's bumper to pin Petri's car
7 against a parked car. Other police officers from the San
8 Francisco Police Department arrived at the scene shortly
9 thereafter.

10 j. Defendant got out of his vehicle and pointed his
11 service firearm at Petri. Officer P.T. and defendant ordered
12 Petri to get out of Petri's car. Petri did not comply, and
13 instead attempted to free Petri's car from its position. As
14 Petri slowly dislodged Petri's car, officer P.T. was standing
15 near the front left side of Petri's car. Defendant observed
16 officer P.T. fire approximately four shots near the left-front
17 wheel well of Petri's car. At the time officer P.T. fired,
18 defendant did not perceive himself, officer P.T., or anyone else
19 to be in imminent danger of bodily injury. It appeared to
20 defendant that officer P.T. fired to prevent Petri's car from
21 escaping.

22 k. Defendant and officer P.T. caused Petri to be taken
23 into custody. Defendant stood nearby as officer P.T. completed
24 paperwork charging Petri charged with various crimes. Defendant
25 knew that one of the crimes Petri was being charged with at the
26 scene was attempted murder of officer P.T. for allegedly trying

1 to run over officer P.T. with Petri's car, in violation of
2 664/187 of the California Penal Code. Defendant believed at the
3 time that the facts of the incident did not support an attempted
4 murder charge against Petri.

5 1. Shortly after the shooting, but before FPS
6 investigators or supervisors arrived at the scene, defendant
7 asked officer P.T. how they were going to explain the incident.
8 Officer P.T. then told defendant that they would explain the
9 incident as having begun at the federal property rather than
10 several blocks away. Officer P.T.'s story was not true, but
11 defendant went along with officer P.T.'s story when FPS Special
12 Agent C.J. arrived to investigate the incident. Defendant agreed
13 with officer P.T.'s story when officer P.T. falsely told Special
14 Agent C.J. that he saw Petri's car drive slowly past the Federal
15 Building immediately before defendant began pursuing Petri.

16 m. When Special Agent C.J. asked defendant at the
17 scene about the pursuit and shooting, defendant concealed that
18 the pursuit began solely due to a traffic violation and that the
19 incident occurred two or more blocks from the federal property.
20 Defendant also concealed the fact that officer P.T. did not
21 appear to be in danger at the time he fired at Petri's vehicle.

22 n. Defendant concealed the truth about how and where
23 the incident began because he knew that he and officer P.T.
24 needed a connection to federal property in order to have FPS
25 jurisdiction.

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o. Defendant knew that the statements made by officer P.T., and his own statements and omissions, were used to complete a criminal complaint and affidavit, and to charge Petri with a federal crime, that is a violation of 18 U.S.C. § 111(b). Defendant believed that Petri did not intend to assault or kill officer P.T.

p. On February 15 and 16, 2003, defendant was interviewed by FPS officer C.C. concerning the incident. Defendant knew this interview was for the purpose of completing the FPS arrest report of Petri. During this interview, defendant did not tell the truth about the incident, specifically that the pursuit began solely due to a traffic violation and that the incident occurred two or more blocks from the federal property. Defendant concealed the fact that officer P.T. did not appear to be in danger at the time he fired at Petri's vehicle.

q. On or about February 18, 2003, defendant and FPS officer P.T. were present and remained silent at Petri's court appearance at which a United States Magistrate Judge ordered Petri to be detained. Defendant knew that his own false statements and/or omissions concerning where the incident began and officer P.T.'s justification for firing his weapon were before the Magistrate Judge during this hearing. Defendant also remained silent and failed to tell anyone that, from his perspective, officer P.T. was not in danger at the time shots were fired.

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1 r. On or about February 18, 2003, defendant, along
2 with officer P.T., Special Agent C.J., and others, attended a
3 meeting with Assistant United States Attorney S.K. Defendant
4 stood silent while officer P.T. told S.K. that on or about
5 February 15, 2003 he had seen Petri's car drive slowly past the
6 Federal Building immediately prior to defendant's pursuit of
7 Petri's car, and that he fired shots in self-defense, while in
8 fear for his life. Defendant believed P.T.'s statements were
9 false. Defendant said nothing that contradicted officer P.T.
10 Defendant also concealed the fact that, from his perspective,
11 officer P.T. was not in danger at the time shots were fired.

12 s. On or about February 20, 2003, Special Agent C.J.
13 confronted defendant with certain evidence about the incident.
14 This evidence included a video recording made February 15, 2003
15 by a Federal Building security camera. Defendant then admitted
16 to FPS Special Agent C.J. that the incident began two blocks away
17 from the federal building and that the attempted traffic stop
18 began solely due to Petri's car running a red light. Defendant
19 told Special Agent C.J. that officer P.T. was lying about the
20 incident. Defendant specifically told Special Agent C.J. that
21 the account given to Assistant U.S. Attorney S.K. concerning how
22 and where the incident began, was false. Defendant also told
23 Special Agent C.J. that he had gone along with officer P.T.'s
24 untrue story because of "peer pressure."

25 t. In April 2003, defendant voluntarily appeared
26 before an FPS shooting review board and gave an account of the
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1 incident. In this account, defendant stated falsely that the
2 incident began at federal property due to suspicious behavior by
3 Petri. Defendant concealed the fact that the incident began due
4 solely to a traffic violation approximately two or more blocks
5 away from federal property. During a second interview with the
6 FPS shooting review board, defendant admitted that the incident
7 began due solely to a traffic violation approximately two or more
8 blocks away from federal property. During both interviews with
9 the shooting review board, defendant concealed from the FPS
10 shooting review board the fact that, from his perspective,
11 officer P.T. was not in danger at the time P.T. fired his weapon
12 at Petri's car.

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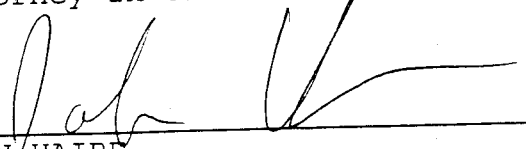
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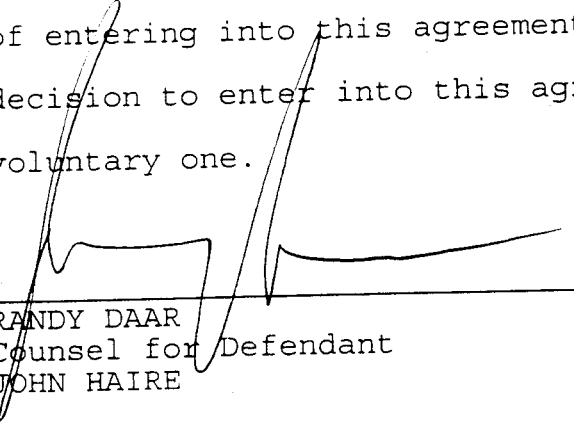
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1 agreement. Finally, I am satisfied with the representation of my
2 attorney in this matter.

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4 
5 JOHN HAIRE
Defendant

10/20/2004
Date

6 I am JOHN HAIRE's attorney. I have carefully discussed
7 every part of this agreement with my client. Further, I have
8 fully advised my client of his/her rights, of possible defenses,
9 of the Sentencing Guidelines' provisions, and of the consequences
10 of entering into this agreement. To my knowledge, my client's
11 decision to enter into this agreement is an informed and
12 voluntary one.

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14 
15 RANDY DAAR
16 Counsel for Defendant
JOHN HAIRE

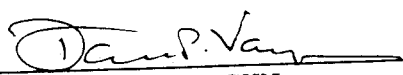
10-20-04
Date

1 This agreement is effective upon signature by defendant, an
2 Assistant United States Attorney, and an attorney of the
3 Department of Justice, Civil Rights Division.

4 AGREED AND ACCEPTED

5 UNITED STATES ATTORNEY'S OFFICE
6 FOR THE CENTRAL DISTRICT OF CALIFORNIA

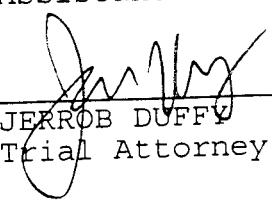
7 DEBRA W. YANG
8 United States Attorney

9 
10 DAVID P. VAUGHN
11 Assistant United States Attorney

OCT. 20, 2004
Date

12 UNITED STATES DEPARTMENT OF JUSTICE
13 CIVIL RIGHTS DIVISION

14 R. ALEXANDER ACOSTA
15 Assistant Attorney General

16 
17 JERROLD DUFFY
18 Trial Attorney

10/20/04
Date

19 I have read this agreement and carefully discussed every
20 part of it with my attorney. I understand the terms of this
21 agreement, and I voluntarily agree to those terms. My attorney
22 has advised me of my rights, of possible defenses, of the
23 Sentencing Guideline provisions, and of the consequences of
24 entering into this agreement. No promises or inducements have
25 been made to me other than those contained in this agreement. No
26 one has threatened or forced me in any way to enter into this

27 / / /

28 / / /